

Dated

2019

- (1) GREATER LONDON AUTHORITY
- (2) TRANSPORT FOR LONDON
- (3) LONDON LEGACY DEVELOPMENT CORPORATION
- (4) LONDON FIRE COMMISSIONER
- (5) MAYOR'S OFFICE FOR POLICING AND CRIME
- (6) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION
- (7) COMMISSIONER OF POLICE FOR THE METROPOLIS

Second Joint Arrangements Agreement for forming the GLA Group Collaborative Procurement Board and the delegation of Procurement Processes to TfL

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These Arrangements are made on the day of 2019

BETWEEN

- (1) **Greater London Authority** of City Hall, The Queen’s Walk, More London, London, SE1 2AA (the “**GLA**”);
- (2) **Transport for London** of 55 Broadway, London, SW1H 0BD (“**TfL**”);
- (3) **London Legacy Development Corporation** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (“**LLDC**”);
- (4) **London Fire Commissioner** of 169 Union Street, London SE1 0LL (“**LFC**”);
- (5) **Mayor’s Office for Policing and Crime** of City Hall (as above) (“**MOPAC**”);
- (6) **Old Oak and Park Royal Development Corporation** (“**OPDC**”) of 169 Union Street (as above); and
- (7) **The Commissioner of Police for the Metropolis (“MPC”)** of New Scotland Yard, Victoria Embankment, Westminster, London SW1A 2JL¹

(separately a “**Party**” and together the “**Parties**”).

Background

- (A) The Parties are all relevant London authorities as defined in section 401A (1) of the Greater London Authority Act 1999, as amended (the “**Act**”);
- (B) Under Section 401A (4) of the Act, the Parties wish to form a joint committee, which will include a representative from each Party, to be known as the “**GLA Group Collaborative Procurement Board**” (“**the Board**”), for the purposes of Section 401A(2) and (3).
- (C) Section 401A(2) of the Act provides that any “relevant London authority” (as defined in section 401A (1) of the Act to include the Parties) may enter into arrangements for the provision of administrative, professional or technical

¹ The Commissioner of Police for the Metropolis became a party to the agreement following her Board Representative and the Board Representatives of the Existing Parties listed at (1) to (6) executing an Accession Agreement on2020, under which the MPC agreed to be bound by all the terms of the Arrangements Agreement and its associated Working Arrangements Document and to observe and perform them as if it had executed them as an original party.

services by any one or more of them to any one or more of them, or by a joint committee whether for consideration or otherwise.

- (D) Section 401A(3) of the Act provides that the arrangements that may be entered into pursuant to Section 401A(2) of the Act include arrangements for the discharge by any one or more relevant London authorities of any functions of another such authority which are functions of an administrative, professional or technical nature.
- (E) The Parties wish to enable the Board to determine matters concerning procurement strategy and value for money outcomes relating to Supply Category items in accordance with the conditions set out in these Arrangements.
- (F) Additionally, and concurrently, the Parties wish to arrange for their Procurement Processes to be discharged by TfL on their behalf also in accordance with the conditions set out in these Arrangements.
- (G) The Specified Functions are functions of an administrative, professional and/or technical nature for the purposes of section 401A (2) and (3) of the Act.
- (H) Pursuant to section 401A of the Act, their own respective powers under the legislation that establishes them (for TfL, Chapter II of the Act; for GLA Chapter I of the Act; for LLDC and OPDC: Part 8, Chapter 2 of the Localism Act 2011; for LFC, Part 6A of the Act and the Fire and Rescue Service Act 2004; for MOPAC and the MPC: the Police Reform and Social Responsibility Act 2011), their respective subsidiary or ancillary powers and all other enabling powers howsoever arising, the Parties have agreed to enter into these Arrangements to facilitate the performance and discharge of procurement purchasing and contracting functions in connection with their respective statutory functions, and upon the terms and conditions set out in these Arrangements.
- (I) The Parties acknowledge that their objectives in entering into these Arrangements are to collaborate mutually and cooperate in order to discharge efficiently integrated and high quality functions, achieve economy and effectiveness in the discharge of the Specified Functions and to enhance the capacity of the Parties and TfL to discharge or have discharged such functions in the most efficient way possible in the public interest. The Parties recognise that this is a collaborative arrangement and, subject to any express

provisions to the contrary in these Arrangements, the Board and TfL, and officers acting under delegated authority from them, shall have discretion to make decisions relating to the day to day management of service delivery.

- (J) The Parties entered into the First Arrangements Agreement which commenced on 1 April 2015 and hereby intend that it shall be superseded by this Arrangements Agreement with the exception of the Section 9 (Liabilities) which shall continue to govern responsibility for Liabilities incurred from that date until immediately prior to the Commencement Date of this Arrangements Agreement in accordance with Section 2A below.
- (K) The Mayor has consulted the London Assembly as required by section 401A (6) of the Act before exercising his powers under section 401A of the Act.

1. **1. Definitions and Interpretation**

1.1 The following expressions have the following meanings unless inconsistent with the context:

“Arrangements”	means the Joint Arrangements Agreement set out in this document and its schedules.
“Board Representative(s)”/“Representative”	means the officer of the Parties (including any Alternate Representative who may act for a Board Representative if the latter is unable or unavailable to act) appointed as its member of the Board in accordance with the Working Arrangements Document. (The Secretary shall keep an up to date list of persons who are Board Members and Alternate Representatives.)
“Chair of the Board”	means the person identified as Chair of the Board in accordance with the Working Arrangements Document.
“Commencement Date”	means 00:01 hours on 1 September 2019.
“Parties”	means the GLA, LLDC, LFC, <u>MPC</u> , MOPAC, OPDC and TfL.

“Delegation”	means the delegations to the Board and to TfL by the Parties as set out in paragraph 4.1 below.
“Estimated Costs”	means the Board’s forecast of its costs for discharging the Specified Functions and discharging its obligations pursuant to and in accordance with these Arrangements in the next Financial Year.
“Financial Year”	means the annual period from 1 April to 31 March.
“First Arrangements Agreement”	means the Arrangements Agreement (in similar form) between the Parties (<u>other than MPC and OPDC</u>), which commenced on 1 April 2015 and (save for Section 9: Liabilities in accordance with Section 2A below) terminated immediately prior to the Commencement Date of this Arrangements Agreement
“GLA group Collaborative Procurement Board” (“Board”)	means the joint committee established by the Parties under Section 401A(4) of the Act and includes any Party or officer as mentioned in clause 3.3 below.
“GLA group Collaborative Procurement Team” (“Collaborative Procurement Team” or “CPT”)	means the TfL procurement team who will deliver the Specified Functions and Procurement Processes.
“Liabilities”	means all losses, claims, expenses, actions, demands, costs and liability arising under or in connection with these Arrangements and (under paragraph 2A below) the First Arrangements Agreement.
“Party”	includes a Relevant London Authority admitted to these Arrangements in

	accordance with paragraph 11.
“Procurement Authority”	means the power of the Parties to make a binding or contractual commitment with a supplier(s) for the availability or purchase of any Supply Category(ies) which shall be delegated to a Party’s Board Representative in accordance with paragraph 4.1(ii) below.
“Procurement Processes”	means the procurement functions and activities of the Parties relating to availability or purchase by them of the Supply Categories which is delegated and discharged on their behalf by TfL in accordance with these Arrangements as set out in the Working Arrangement Document.
“Special Advisors or Observers”	means a person(s) or a person representing an organisation(s) that is not a Party (and so is not a member of the Board) appointed by the Board to assist with its work who may attend meetings and speak but not vote. (An up to date list shall be kept by the Secretary.)
“Specified Functions”	means all the functions and activities of the Parties comprised in the Delegation.
“Supply Category/ies”	means the categories or items of goods, services, land or works to be procured (including arrangements for the receipt income in relation to such items) identified in Schedule 1 to the Working Arrangements Document or as otherwise agreed by the Board from time to time in accordance with that Document. (An up to date list shall be kept by the Secretary.)
“TUPE Regulations 2006”	means the Transfer of Undertakings (Protection of Employment) Regulations

	2006, as amended from time to time.
“Working Arrangement Document” (“WAD”)	means the document that sets out the specific arrangements for discharging these Arrangements and the Specified Functions as may be amended from time to time and agreed by the Parties. (An up to date version of the WAD shall be kept by the Secretary.)

2. **Commencement and Duration**

These Arrangements shall be deemed to have commenced on the Commencement Date and shall continue in force, until it is terminated in accordance with its terms or any subsequent agreement between the Parties.

2A **Replacement of First Arrangements Agreement**

These Arrangements shall superseded and replace the First Arrangements Agreement which shall terminate by mutual agreement of the Parties immediately before the Commencement Date with the exception of section 11 (Liabilities) of that Agreement which shall continue in full force and effect to govern responsibility for any Liabilities incurred from 1 April 2015 until the Commencement Date in accordance with its terms.

3. **GLA Group Collaborative Procurement Board**

- 3.1 In exercise of the provisions referred to in Recitals (B) and (H) the Parties agree to establish the Board as a joint committee of themselves for the purpose of the Board discharging and undertaking the functions and services comprised in the Specified Functions in accordance with the Delegation set out in paragraph 4.1 below.
- 3.2 The Board shall be comprised of the Board Representatives of the Parties appointed in accordance with the provisions of the Working Arrangement Document; to assist it in its work the Board may appoint one or more Special Advisors or Observers.
- 3.3 The Board may from time to time authorise any Party or any officer of any of the Parties to act for or on behalf of the Board (whether as agent or otherwise) and to discharge the Board’s functions (including any aspect of the Specified

Functions) in accordance with the provisions of the Working Arrangement Document.

4. **Delegations to the Board and TfL**

4.1 The Parties hereby individually delegate to and empower:

- (i) the **Board** to determine matters concerning procurement strategy and value for money outcomes relating to Supply Category items; and
- (ii) **TfL** to discharge and undertake the Procurement Processes on their behalf through the Collaborative Procurement Team;

in the manner set out in these Arrangements and in accordance with procedures set out in the Working Arrangements Document.

4.2 Each Delegating Party's Board Representative shall discharge that Party's Procurement Authority, subject to the limit of the authority of the Board Representative (as applicable generally or in relation to any particular contract(s) or procurement exercise(s)) as communicated in writing from time to time by the Delegating Party to the Chair of the Board.

4.3 From the Commencement Date, TfL shall establish and host the Collaborative Procurement Team and discharge the Procurement Processes to the same levels of performance currently provided to the Parties' own internal clients.

4.4 The Parties agree to use all reasonable endeavours to further the objectives of the Delegation under paragraph 4.1 above to:

- (a) collaborate and co-operate to integrate the Specified Functions in order to achieve economies of scale, efficiency savings and increased effectiveness in the discharge of the Specified Functions and to enhance the capacity of both the Parties and the Board to perform or have performed such functions in the most efficient way possible;
- (b) consider all possible alternatives to taking action in a court or tribunal to enforce any legal or equitable remedy under these Arrangements or in respect of the Delegation generally against the other Party, including the use of the Mayor's statutory powers of direction over the Parties (where they exist), even where these Arrangements provide an express remedy or where a remedy exists as a matter of law; and
- (c) act at all times in an expeditious, transparent and co-operative manner.

4.5 Subject to paragraph 4.1 above and any other express provisions in these Arrangements to the contrary, the Board and TfL shall have discretion (a) to make decisions relating to the day to day discharge of the Specified Functions and/or (b) to authorise any Party or officers of the Parties to do so.

5. Basis of Discharging the Specified Function and funding of CPT

5.1 The Board shall discharge the Delegation on a cost recovery and not-for-profit basis.

5.2 The GLA shall provide funding to TfL to cover the cost of the Collaborative Procurement Team it hosts. This arrangement may be reviewed from time to time.

6. Corporate Governance Approvals and Law

6.1 The discharge of the Specified Functions by the Board and TfL shall at all times be in accordance with the governance and approval procedures set out in the Working Arrangement Document and all relevant and applicable law.

7. Variation

7.1 These Arrangements may only be varied or amended with the agreement of all the Parties where such agreement may be provided orally by its Board Representative at a Board meeting (where the minutes of the meeting recording the fact shall constitute a record of a Party's written agreement if not objected to when the minutes are agreed for accuracy) or by the Board Representative separately in writing.

8. Staff

8.1 There are no proposals to transfer any staff of any Party to the Board and/ or TfL (whether as part of the Collaborative Procurement Team or otherwise) under or as a result of the implementation of these Arrangements and it is agreed that neither the TUPE Regulations 2006 nor the Cabinet Office Statement of Practice on Staff Transfers 2000 apply in this instance.

8.2 Where staff from a Party are to be seconded, attached or located in the Collaborative Procurement Team, the Party providing the staff shall enter into an appropriate agreement with TfL which will govern the secondment, attachment or location of such staff.

8.3 In the event that contrary to the intentions of the Parties any staff are transferred or claim to have transferred from any of the Parties to TfL (whether as part of the Collaborative Procurement Team or otherwise) under the TUPE Regulations as a result of the Delegation or the implementation of these Arrangements, the Party from which the staff transferred or claimed to have transferred shall indemnify and keep indemnified the Board and/ or TfL against all costs, liabilities, claims, demands or losses incurred by the Board or TfL.

9. **Liabilities**

9.1 Each Party shall be solely responsible for all Liabilities incurred by it in relation to these Arrangements prior to the Commencement Date.

9.2 Where the Board and/ or TfL undertakes the Specified Functions under or in connection with the Delegation:

(a) in order to enter into a framework agreement for use by one or more of the Parties, the GLA shall be the contracting counterparty to the framework and shall be solely responsible for all Liabilities that may arise out of or in connection with the Board's and/ or TfL's exercise of the Specified Functions relating to it;

(b) in order that a Party (ies) may enter into a call-off contract under a framework agreement, or enter into a separate contract for services, goods or supplies the Party (ies) who will be the contracting counterparty to the call-off contract or separate contract and shall be solely responsible for all Liabilities that may arise out of or in connection with the Board's or the Collaborative Procurement Team's exercise of the Specified Functions relating to the call-off contract or separate contract.

9.3 No Party shall be entitled to any contract law, common law or equitable rights including the commencement of proceedings or rights to damages (howsoever arising) in the case of a Party's or an officer's negligence or a breach by a Party or an officer of any obligations arising under or in connection with these Arrangements.

9.4 Paragraphs 9.1 to 9.3 above are subject to paragraph 2A above.

10. **Information and Audit**

- 10.1 The Parties shall assist each other in complying with their respective obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
- 10.2 The Parties shall comply with their respective obligations under the Data Protection Act 1998. TfL will act as a Data Processor in respect of any personal information acquired as a result of carrying out these Arrangements, and the Parties will remain the relevant Data Controller.
- 10.3 The relevant internal and external auditors of the Parties responsible for audit shall have the right to inspect any documents and accounts relating to the Delegation and/or these Arrangements and/or the discharge of the Specified Functions.

11. **Additional Participants**

- 11.1 Subject to the agreement by the Board, any relevant London authority (as defined in Section 401A(1) of the Act) may become a party to this Arrangement by entering into an accession agreement in the form or similar form as set out in Schedule 2, and its name shall be added to Schedule 1.

12. **Withdrawal**

- 12.1 Any Party (the “**Withdrawing Party**”) may withdraw from these Arrangements on three months’ written notice given to the GLA. The effect of such withdrawal is that the Withdrawing Party will no longer be a party to these Arrangements from the date on which the written notice becomes effective, but these Arrangements will continue in full force with the remaining Parties.

13. **Counterparts**

- 13.1 These Arrangements may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

EXECUTED as a deed on the date stated at the beginning of these Arrangements.

The Common Seal of
GREATER LONDON AUTHORITY
was hereto affixed by order)
)
)

Authorised Officer
Executive Director – Resources

The Common Seal of
TRANSPORT FOR LONDON
was hereto affixed by order)
)
)

Secretary / Assistant Secretary

The Common Seal of
THE LONDON FIRE COMMISSIONER)
was hereto affixed by)
)

Authorised Officer

The Common Seal of
**THE LONDON LEGACY
DEVELOPMENT CORPORATION**
was hereto affixed by)
)
)
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Authorised Officer

The Common Seal of)
THE OLD OAK AND PARK)
ROYAL DEVELOPMENT CORPORATION)
was hereto affixed by)

Authorised Officer

The Common Seal of)
THE MAYOR'S OFFICE FOR)
POLICING AND CRIME)
was hereto affixed by)

Authorised Officer

[The Commissioner of Police for the Metropolis became a Party to this Agreement in accordance with the Accession Agreement mentioned in Schedule 1 below.]

Schedule 1

The following relevant London authority(s) (as defined in the Section 401A(1) of the Act) have become a party to this Arrangement by executing an accession agreement on the date or dates referred to below:

RELEVANT LONDON AUTHORITY

DATE OF ACCESSION

Commissioner of Police for the Metropolis

..... January 2020
(Copy attached)

